

AMENDMENT THREE

TO THE AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND PALANTIR TECHNOLOGIES, INC.

THIS THIRD AMENDMENT TO THE AGREEMENT, entered into this 15 day of December, 2015, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PALANTIR TECHNOLOGIES, INC., hereinafter called "Contractor";

WITNESSETH:

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, on January 7, 2014, the parties entered into an Agreement (Resolution No. 072972) for support and maintenance services for the Enterprise software, an Intelligence Management System; and

WHEREAS, on June 17, 2014, Amendment One (Resolution No. 073250) to the Agreement was approved for the purpose of adding four (4) Core licenses including support and maintenance services, increasing the amount of the contract by \$500,000 to \$632,034.08; and

WHEREAS, on April 14, 2015, Amendment Two (Resolution No. 073749) to the Agreement was approved to include the integration of data sets from local law enforcement agencies, extend the support and maintenance services one year to December 31, 2015, increasing the amount of the contract by \$132,034.08 to \$764,068.16; and

WHEREAS, the parties wish to make further modifications to the Agreement to extend the term of support and maintenance services one year to December 31, 2016, increasing the amount of the contract by \$176,045.44 to \$940,113.60;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 1, Exhibit and Attachments, of the Agreement is hereby deleted in its entirety and replaced with the following:

1. EXHIBITS AND ATTACHMENTS

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A - Services
Exhibit A-1 - Core Expansion/Dataset Integration (Revised March 2015)
Exhibit B - Payments and Rates (Revised December 2015)
Attachment I - § 504 Compliance

2. Section 3, Payments, of the Agreement is hereby deleted in its entirety and replaced with the following:

- 3. PAYMENTS**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibit A and Exhibit A-1, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. In no event shall County's total fiscal obligation under this Agreement exceed **NINE HUNDRED FOURTY THOUSAND ONE HUNDRED THIRTEEN DOLLARS AND SIXTY CENTS (\$940,113.60)**.

3. Exhibit B, Payments and Rates (Revised March 2015)", to the Agreement is hereby deleted in its entirety and replaced with "Exhibit B - Payments and Rates (Revised December 2015)", attached hereto and incorporated herein by reference.
4. All other terms and conditions of the Agreement dated January 7, 2014, and Amendments dated June 17, 2014 and April 14, 2015, not otherwise in conflict with this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands

COUNTY OF SAN MATEO
A Political Sub-division of the
State of California

BY: Carole Groom
PRESIDENT, BOARD OF SUPERVISORS

DATE: December 15, 2015

ATTEST: J. Malthe

BY: CLERK OF SAID BOARD

PALANTIR TECHNOLOGIES, INC.

BY: Matt Long
(SIGNATURE)

Matt Long
(PRINTED NAME)

DATE: December 3, 2015

(Revised 7/1/13)

EXHIBIT B

PAYMENTS AND RATES

(REVISED DECEMBER 2015)

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND PALANTIR TECHNOLOGIES, INC.

In consideration of the services provided by Contractor in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

1. RATES.

Products	Coverage Period	Qty.	Price/Ea.	Total Cost
Support / Maintenance for Gotham Licenses Per Server Core	Jan. 1, 2014 - Dec. 31, 2014	12	\$11,002.84	\$132,034.08
Support / Maintenance for Gotham Licenses Per Server Core	Jan. 1, 2015 - Dec. 31, 2015	12	\$11,002.84	\$132,034.08
Palantir Gotham Perpetual License, per server core. (No additional user licenses required. Includes initial year O&M)	June 1, 2014 - Dec. 31, 2015	4	\$125,000.00	\$500,000.00
Support / Maintenance for Gotham Deployment	Jan. 1, 2016 - Dec. 31, 2016	1	\$176,045.44	\$176,045.44
TOTAL:				\$940,113.60

2. PAYMENTS.

A. County shall pay Contractor as follows:

- 1.) \$132,034.08 upon receipt of an invoice and full execution of the Agreement for coverage period January 1, 2014 through December 31, 2014;
- 2.) \$132,034.08 upon receipt of an invoice and full execution of the Agreement for coverage period January 1, 2015 through December 31, 2015;
- 3.) \$250,000 upon receipt of an invoice from Contractor and full execution of Amendment One to the Agreement dated January 7, 2014;
- 4.) \$250,000 upon completion and County's acceptance of integration work outlined in Exhibit A-1 Core Expansion/Dataset Integration; and
- 5.) **\$176,045.44 upon receipt of an invoice and full execution of the Agreement for coverage period January 1, 2016 through December 31, 2016.**

B. Any and all payments made pursuant to this Agreement shall be made with RTTAC funds, and are conditional on the County of San Mateo's receipt of HIDTA/NCRIC funds in an amount sufficient to compensate Contractor.

C. It is understood and agreed by both parties that no County funds are encumbered, obligated or spent under this agreement.